COMMONWEALTH OF MASSACHUSETTS
BEFORE THE DEPARTMENT OF LABOR REATIONS

In the Matter of	)	Case No. MUP-22-9272
TOWN OF MEDFIELD,	)	
Respondent	)	
and	)	
MEDFIELD POLICE LEAGUE, MCOP LOCAL 257,	)	
Charging Party	)	

RESPONDENT'S SUPPLEMENTAL FILING

On or about October 5, 2022, the Charging Party filed a Position Statement expanding the charge of prohibited practice originally filed on May 4, 2022. Now, comes the Respondent, Town of Medfield ("Town"), with supplemental documentary evidence to substantiate its defenses in Counts 3 and 5.

Enclosed herein, please find the following exhibits, marked for ease of reference related to the corresponding counts.

Count 3:

Respondent 1: This exhibit contains the official sign-in sheet for the Department's in-service training for April 1, 2022. Officer DiNatale signed in marking her attendance; therefore, she attended in-service training. Where the Union has argued an adverse action occurred in Count 3, there is clearly no evidence proffered showing the same.

Count 5:

Respondent 2: This exhibit contains Officer DiNatale's application for renewal of her Licence to Carry a Firearm ("LTC"). The subsequent pages of the exhibit show a handwritten log of all the LTC's issued by the Department. The log is updated on the date the application is received and, thus, logged. The highlighted portion of the exhibit shows that officer DiNatale's application was logged on May 22, 2022 – several weeks after her birthday (the date her LTC was set to expire). Finally, the exhibit shows the date the Chief approved the application – Officer DiNatale was issued her LTC as a Retired Officer as of June 25, 2022. It is important to note that the Union argues that the Chief failed to renew her LTC in retaliation and caused her to pay more for the license. However, she was not set to be employed as an officer following her intended resignation. Therefore, she was charged $25 as a retired officer, where all other resident applicants are charged $100.

Respondent 3: This exhibit depicts a correspondence between the officer assigned to assist with LTC renewals (Sgt. Burgess) and a state firearms authority employee. Said state employee informs Sgt. Burgess that officer Michael Stanley (set to retire shortly thereafter) could not be renewed by the Medfield Police Department because he was not a resident. Concurrently, Stanley could not utilize the Department as his licensing source because he was no longer an employee. This exhibit shows that the Chief treated Officer DiNatale's application the same as Stanley's – however, the Chief approved it as a Retired Officer/Resident at a discounted rate once her license officially expired.

CONCLUSION

With the introduction of the foregoing exhibits, the Respondent renews its request that the Department dismiss these counts based on the defenses proffered.

Respectfully submitted,

/s/Richard Massina_____

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Dated: October 20, 2022

CERTIFICATE OF SERVICE

I, Richard Massina, Esq. hereby certify that I caused a copy of the above to be served upon the representative of the Charging Party, Casey Berkowitz, Esq., by email at cberkowitz@sandulligrace.com on this date.

Respectfully submitted,

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